

1 JOHN C. FISH, Jr., Bar No. 160620
jfish@littler.com
2 ANDREW M. SPURCHISE, Bar No. 245998
aspurchise@littler.com
3 EMILY E. O'CONNOR, Bar No. 279400
eoconnor@littler.com
4 LITTLER MENDELSON, P.C.
650 California Street
5 20th Floor
San Francisco, California 94108.2693
6 Telephone: 415.433.1940
Facsimile: 415.399.8490

7 Attorneys for Defendant
8 UBER TECHNOLOGIES, INC.

9
10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA

12 NATIONAL FEDERATION OF THE
13 BLIND OF CALIFORNIA and MICHAEL
HINGSON,

14 Plaintiffs,

15 v.

16 UBER TECHNOLOGIES, INC.,
17 Defendant.
18
19
20

Case No. 3:14-cv-04086-NC

**DECLARATION OF MICHAEL COLMAN
IN SUPPORT OF DEFENDANT UBER
TECHNOLOGIES, INC.'S MOTION TO
DISMISS**

Date: December 3, 2014
Time: 1:00 p.m.
Location: Courtroom A, 15th Floor
San Francisco Federal Courthouse

Trial Date: None set.
Complaint Filed: September 9, 2014

1 I, Michael Colman, hereby declare and state:

2 1. The information set forth herein is true and correct of my own personal knowledge
3 (unless otherwise stated) and if asked to testify thereto, I would do so competently.

4 2. I am currently employed as an Operations Specialist for Uber Technologies, Inc. at its
5 San Francisco location.

6 3. Uber is a technology company that acts as a conduit between passengers looking for
7 transportation, and transportation providers looking for passengers. Uber provides the technology,
8 through its smartphone application (the "app"), that allows passengers and transportation providers
9 to make a "match" based on their location.

10 4. As Operations Specialist, I have personal knowledge of how the Uber app functions
11 from the perspective of both the user and the independent transportation provider. I am also familiar
12 with the agreements that both users and transportation providers must accept in order to use the app.

13 5. Using the app, Uber users can connect with available transportation providers
14 offering a variety of transportation options. The uberX platform connects users to transportation
15 providers operating cost-efficient, everyday vehicles.

16 6. Any independent transportation provider who wishes to access Uber's uberX software
17 platform to book passengers must enter into a Software Sublicense & Online Services Agreement
18 with Rasier, LLC, a wholly-owned subsidiary of Uber. Attached hereto as **Exhibit A** is a true and
19 correct copy of the Software Sublicense & Online Services Agreement.

20 7. In California, several thousand independent transportation providers have entered into
21 the Software Sublicense & Online Services Agreement with Rasier, LLC.

22 8. Individuals seeking to use the Uber app to request a ride must first accept Uber's User
23 Terms and Conditions. Once a user accepts the User Terms and Conditions, he or she can log on to
24 the app and select the type of service (e.g., uberX) he or she desires. After the service is selected,
25 the user can request a ride through whichever platform they prefer. Attached hereto as **Exhibit B** is
26 a true and correct copy of the Uber User Terms and Conditions.

1 I declare under penalty of perjury pursuant to the laws of the State of California that the
2 foregoing is true and correct.

3 Executed at San Francisco, California, this 22 day of October 2014.

4
5 

6 MICHAEL COLMAN
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

28 Firmwide:129676130.1 073208.1034

Exhibit A

Rasier Software Sublicense & Online Services Agreement

The terms and conditions stated herein ("Agreement") constitute a legal agreement between you, an independent provider of rideshare or P2P transportation services ("Transportation Provider" or "You"), and one of the following entities ("Rasier" or Company"):

- If you will be operating in California, this Agreement is between You and Rasier-CA LLC, a Delaware Limited Liability Company;
- Otherwise, this Agreement is between You and Rasier, LLC, a Delaware Limited Liability Company.

Upon your execution of this Agreement, you and the Company shall be bound by the terms and conditions set forth herein.

RECITALS

Rasier is engaged in the business of providing lead generation to the Transportation Provider comprised of requests for transportation service made by individuals using Uber Technologies, Inc.'s mobile application ("Users"). Through its license of the mobile application ("Software"), Rasier provides a platform for Users to connect with independent Transportation Providers.

Rasier does not provide transportation services, and is not a transportation carrier. In fact, the Company neither owns, leases nor operates any vehicles. The Company's business is solely limited to providing Transportation Providers with access, through its license with Uber Technologies, Inc. ("Uber"), to the lead generation service provided by the Software, for which the Company charges a fee ("Service").

You are an independent transportation provider who offers rideshare or P2P transportation services, which business you are authorized to conduct in the state(s) in which you operate.

You are the owner or lessee, or are otherwise in lawful possession of motor vehicle equipment suitable for performing the transportation services contemplated by this Agreement, which equipment complies with all applicable federal, state and local laws.

You desire to enter into this Agreement as a Transportation Provider for the purpose of receiving the Service from the Company.

In consideration of the above representations and the mutual covenants set forth below, and for other good and valuable consideration, the Company and you (collectively "Parties") agree as follows:

IMPORTANT: PLEASE NOTE THAT TO USE THE SERVICE, YOU MUST AGREE TO THE TERMS AND CONDITIONS SET FORTH BELOW. PLEASE REVIEW THE ARBITRATION PROVISION SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH THE COMPANY ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION UNLESS YOU CHOOSE TO OPT OUT OF THE ARBITRATION PROVISION. BY VIRTUE OF YOUR ELECTRONIC EXECUTION OF THIS AGREEMENT, YOU WILL BE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT (INCLUDING THE ARBITRATION PROVISION) AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT BUSINESS DECISION. IF YOU DO NOT WISH TO BE SUBJECT TO ARBITRATION, YOU MAY OPT OUT OF THE ARBITRATION PROVISION BY FOLLOWING THE INSTRUCTIONS PROVIDED IN THE ARBITRATION PROVISION BELOW.

TERMS

Service Arrangement

Subject to the terms and conditions contain herein, this Agreement shall give you the right to accept requests to perform on-demand transportation services ("Requests") received by you via the Software, for which you shall be paid a Service Fee (as described more fully below). Each Request that you accept shall constitute a separate contractual engagement.

The Company will offer the Service to you during those times you choose to be available to receive the Requests. You shall have no obligation to use the Service at any specific time or for any specific duration. You shall have complete discretion to determine when you will be available to receive the Requests. If, however, you agree to be available to receive the Requests, you shall be obligated to abide by the terms of this Agreement.

You shall be entitled to accept, reject, and select among the Requests received via the Service. You shall have no obligation to the Company to accept any Request. Following acceptance of a Request, however, you must perform the Request in accordance with the User's specifications. Failure to provide promised services on an accepted Request shall constitute a material breach of this Agreement, and may subject you to damages.

Nothing in this Agreement shall be construed as a guarantee that you shall be offered any particular number of Requests during any particular time period.

Performance of Transportation Services

You agree to fully perform all accepted Requests in accordance with the job parameters and other specifications established by the User. Full performance of a Request shall typically include, but is not limited to:

- i. notification to the User of arrival using Uber's mobile application;
- ii. waiting at least 10 minutes for a User to show up at the requested pick-up location;
- iii. safe, direct and uninterrupted transport of the User directly to the specified destination, as directed by User; and
- iv. timely submission of all necessary documentation required by the Company.

Failure to comply with this paragraph shall constitute a material breach of this Agreement.

You understand that for liability reasons, Users may prohibit the transport of individuals other than themselves during the performance of a Request. If you accept a Request subject to such a prohibition, you agree to allow only the User, and any individuals authorized by User, inside your vehicle during performance of a Request. A passenger restriction imposed by a User shall be limited to that Request and shall only apply during performance of the Request. This provision shall in no way limit your right to perform transportation services for other customers or to carry passengers in your vehicle(s) at any other time.

You understand that for liability reasons, all Users should be transported directly to their specified destination, as directed by User, without unauthorized interruption or unauthorized stops.

The Company shall have no right to require you to display Rasier's name, logo or colors on your vehicle(s) or to require that your driver(s) wear a uniform or any other clothing displaying Rasier's name, logo or colors.

The Company shall have no right to, and shall not, control the manner or prescribe the method you use to perform accepted Requests, subject to the terms of this Agreement. You shall be solely responsible for determining the most effective, efficient and safe manner to perform the services relating to each Request, subject to the terms of this Agreement and the applicable User specifications. The Parties acknowledge that any provisions of this Agreement reserving certain authority in the Company have been inserted solely to achieve compliance with federal, state, or local laws, rules, and interpretations thereof.

You represent that you are an independent contractor engaged in the independent business of providing the transportation services described in this Agreement and further represent that, as of the date of execution of this Agreement, you currently possess a valid driver's license and all licenses, permits and other legal prerequisites necessary to perform rideshare or P2P transportation services, as required by the states and/or localities in which you operate. To ensure your compliance with all legal requirements, you must provide written copies of all such licenses, permits and other legal prerequisites prior to the date of execution of this Agreement. Thereafter, you must submit to the Company current copies of such licenses, permits, etc., as they are renewed. To ensure all such permits and licenses remain current, the Company shall, upon request, be entitled to review such licenses and permits from time to time. Failure to maintain current licenses, permits or other legal prerequisites, or failure to comply with any other provision of this paragraph, shall constitute a material breach of this Agreement.

In signing this Agreement, you certify that the equipment you use in performing services pursuant to this Agreement meet all industry and regulatory standards and qualifications. You acknowledge and agree that the Company may release your contact or insurance information to a User upon User request.

The Parties recognize that both you and the Company are, or may be, engaged in similar agreements with others. Nothing in this Agreement shall preclude the Company from doing business with other independent transportation service providers, nor preclude you from entering into contracts similar to this Agreement with other lead generation providers. The Company neither has nor reserves the right to restrict you from performing other transportation services for any company, business or individual, or from being engaged in any other occupation or business. However, during the time you are actively signed into the Software, you shall perform transportation services only for Requests received by you via the Software. Additionally, during the time you are actively signed into the Software, you shall not display on your vehicle any removable insignia provided by third-party transportation service providers, other lead generation providers, or similar. You understand that you shall not during the term of this Agreement use your relationship with the Company (or the information gained therefrom) to

divert or attempt to divert any business from the Company to a company that provides lead generation services in competition with the Company or Uber.

You agree to faithfully and diligently devote your best efforts, skills and abilities to comply with the job parameters and User specifications relating to any Request accepted by you.

You have complete discretion to operate your independent business in good faith including providing transportation services separate from those obtained using the Service. Access to the Service may be suspended or revoked, however, if you unlawfully, unfairly or in bad faith disparage the Company or Uber.

Transportation Provider's Equipment

You agree that you shall maintain a vehicle that is a model approved by the Company. Any such vehicle shall be no more than ten (10) model years old, and shall be in good operating condition. Prior to execution of this Agreement, you shall provide to the Company a description of each vehicle and a copy of the vehicle registration for each vehicle(s) you intend to use to provide service under this Agreement. You agree to notify the Company of any change in your fleet by submitting to the Company an updated description and vehicle registration for any previously unidentified vehicle to perform services under this Agreement. The purpose of this provision is to enable the Company to determine whether your equipment meets industry standards. Any intentional misrepresentation regarding the nature or condition of your equipment shall be deemed a material breach of this Agreement.

Subject only to requirements imposed by law, Request parameters, User specifications, and/or as otherwise set forth in this Agreement, you shall direct in all aspects the operation of the equipment used in the performance of this Agreement and shall exercise full discretion and judgment as an independent business in determining the means and methods of performance under this Agreement.

Except as specifically set forth in this Agreement, you are solely responsible for all costs and expenses incident to your personnel and equipment in performing services under this Agreement, including, but not limited to, costs of fuel, fuel taxes, wages, employment taxes, excise taxes, permits of all types, gross revenue taxes, road taxes, equipment use fees and taxes, licensing, insurance coverage and any other tax, fine or fee imposed or assessed against the equipment or you by any state, local, or federal authority as a result of an action by you or your employees, agents, or subcontractors in the performance of this Agreement.

Service Fees

In exchange for accepting and fully performing on a Request, you shall be paid an agreed upon Service Fee for your completion of that Request. Unless otherwise negotiated at the time the Request is received by you, the Parties agree that you shall be paid a Service Fee at the pre-arranged rates for each Request performed, which shall be forth in a Service Fee Schedule. You acknowledge that the applicable Service Fee Schedule was provided to you in advance of your execution of this Agreement. The Service Fee Schedule shall be made available upon request. Before any change to the rates set forth in the Service Fee Schedule may become effective, the Company shall provide notice of such change(s) to you via email, your mobile application or other written means.

Regardless of the pre-arranged Service Fee, you shall always have the right to refuse any Request without penalty.

Similarly, you and the Company shall always have the right to negotiate a Service Fee different from the pre-arranged fee. The purpose of the pre-arranged Service Fee is only to act as the default fee in the event neither party negotiates a different amount.

You acknowledge that there is no tipping for any transportation services that you provide pursuant to the receipt of a Request. You understand and agree that, for the mutual benefit of the Parties, Company may endeavor to attract new Users to the Service and Software, and to increase existing Users' use of the Service and Software, through advertising and marketing to the effect that tipping is "voluntary," "not required," and/or "included" in the Service Fee paid by the User. You understand that the aim of advertising and marketing to the effect that there is no need to leave a tip is ultimately to increase the number of Requests you receive through the Service and Software. You agree that the existence of any such advertising or marketing does not entitle you to any payment beyond the payment of Service Fees as provided in this Agreement.

The Company shall electronically remit payment of Service Fees to you consistent with Company's practices, as set forth in the Service Fee Schedule.

In the event the User cancels a Request after you arrive at the designated pick-up location or does not show after you have waited at least 10 minutes, the User is subject to a cancellation fee. The amount of the cancellation fee will be as specified in the Service Fee Schedule. Notwithstanding the foregoing, you acknowledge and agree that, in the Company's sole discretion, a User's cancellation fee may be waived, in which case you will have no entitlement to any such fee.

Rasier's Fee

In exchange for your access to and use of the Software and Service, including the right to receive the Requests, you agree to pay to the Company a fee for each Request accepted as indicated in the Service Fee Schedule.

Transportation Provider Quality Framework

You acknowledge that the Company desires to provide Users with the opportunity to connect with Transportation Providers who maintain the highest standards of professionalism. For quality assurance purposes, the Company has access to Uber's star rating system designed to determine the level of service provided by the Transportation Providers contracting with the Company through User feedback. In a sense, the star rating is similar to a Yelp® or Zagat® rating, as it is based on a continuously growing collection of star reviews submitted by Users. The Company uses the rating system to determine the quality of Transportation Providers to whom to forward Requests. Transportation Providers with low ratings may be limited in their right to accept Requests.

Insurance

Vehicle Insurance. As an express condition of doing business with the Company, and at your sole expense, you agree to maintain current during the life of this Agreement, third-party automobile insurance of the types and amounts specified herein for every vehicle used to perform services under this Agreement. You acknowledge that failure to secure or maintain the third-party automobile insurance of the types or amounts specified herein shall be deemed a material breach of this Agreement and shall result in the immediate suspension of the Agreement and the loss of your right to receive Requests under this Agreement.

- i. Coverage Specifications. To perform services under this Agreement, you must maintain automobile insurance with coverage of at least the minimum coverage required by state or local law to operate a private passenger vehicle on public roads. You understand and acknowledge that your personal automobile insurance policy may not afford liability, comprehensive, collision, medical payments, personal injury protection, uninsured motorist, underinsured motorist, or other coverage for the P2P transportation service you provide pursuant to this Agreement. If you have any questions or concerns about the scope or applicability of your own insurance coverage, it is your responsibility, not the Company's, to resolve them with your insurer(s).
- ii. Notification of Coverage. You agree to provide proof of such insurance coverage by delivering to the Company, before using the Service to accept transportation requests, current certificates of insurance. To ensure public safety, you further agree to provide updated certificates each time you purchase, renew or alter your insurance coverage. Furthermore, you must provide the Company with written notice of cancellation of any insurance policy required by the Company. The Company shall have no right to control your selection or maintenance of your policy.
- iii. Additional Excess Coverage. The Company holds a commercial automobile insurance policy with \$1 million of liability coverage per accident, as defined in the relevant policy. Subject to its specific terms and conditions, this policy is intended to cover your liability to third parties, on an excess basis, from the time you accept a Request via the Software until the completion of the requested trip. You understand and acknowledge that your own automobile insurance policy is primary and that the Company's policy is excess to your policy. Additional terms, limitations, and exclusions may apply. THIS IS A SUMMARY OF THE COMPANY'S COMMERCIAL AUTOMOBILE LIABILITY INSURANCE COVERAGE, THE ACTUAL TERMS OF WHICH ARE SET FORTH IN THE POLICY, WHICH CONTROLS IN THE EVENT OF ANY CONFLICT.

Occupational Accident Insurance. If permitted by law, you may choose to insure yourself against industrial injuries by maintaining occupational accident insurance in place of workers' compensation insurance. Your subcontractors may also, to the extent permitted by law, maintain occupational accident insurance in place of workers' compensation insurance. All of your employees must be covered by workers' compensation insurance, as required by law.

Colorado Disclosure. If you operate in Colorado, you understand and acknowledge that, under Colorado law: IF THE VEHICLE THAT YOU PLAN TO USE TO PROVIDE TRANSPORTATION NETWORK COMPANY SERVICES FOR THE COMPANY HAS A LIEN AGAINST IT, YOU MUST NOTIFY THE LIENHOLDER THAT YOU WILL BE USING THE VEHICLE FOR TRANSPORTATION SERVICES THAT MAY VIOLATE THE TERMS OF YOUR CONTRACT WITH THE LIENHOLDER. When operating on the Transportation Network Company's digital network, your personal automobile insurance policy might not afford liability coverage, depending on the policy's terms.

Transportation Provider Personnel

You shall furnish at your own discretion, selection, and expense any personnel required or incidental to the performance of the Services contemplated by the performance of this

Agreement. You shall be solely responsible for the direction and control of your employees, agents and subcontractors, if any, including their selection, hiring, firing, supervision, assignment, and direction, the setting of wages, hours and working conditions, and addressing their grievances. You shall determine the method, means and manner of the performance of the work of your employees, agents and subcontractors.

You assume full and sole responsibility for the payment of all wages, benefits and expenses of your employees, agents, or subcontractors, if any, and for all state and federal income tax withholdings, unemployment insurance, and social security taxes as to you and all persons employed by you in the performance of services under this Agreement, and you shall be responsible for meeting and fulfilling the requirements of all regulations now or hereafter prescribed by law. The Company shall not be responsible for the wages, benefits or expenses due your employees, agents, or subcontractors nor for income tax withholding, social security, unemployment, or other payroll taxes of your employees, agents, or subcontractors.

The Company shall neither have nor exercise disciplinary authority or control over you, your employees, agents, or subcontractors, shall have no authority to supervise or direct your employees, agents, or subcontractors, and shall have no authority or right to select, approve, hire, fire or discipline any of your employees, agents, or subcontractors.

You shall not allow any other person, including any employee, agent, or subcontractor, to access the Service to accept transportation requests using the Device or the Driver ID. You acknowledge and agree that this Agreement only enables you, not any other person, to access the Services and Software, and to use the Device and the Driver ID to receive requests for transportation services.

The Company is not authorized to withhold state or federal income taxes, social security taxes, unemployment insurance taxes, or any other local, state or federal tax on behalf of you or your employees, agents, or subcontractors. If mandated by a court of law with proper authority and jurisdiction, the Company shall comply with the terms of a garnishment order, as required by law. The Company will comply with any and all applicable requirements of local, state, or federal law to report payments the Company makes to independent contractors. You will be notified of any such reports made by the Company regarding your services to the extent required by applicable law.

Legally Mandated Drug and Alcohol Testing

You agree to comply with all federal, state and local laws regulating drug and alcohol use and testing. Failure to satisfy all such requirements shall constitute a material breach of this Agreement. You acknowledge that if you test positive for drugs and/or alcohol, you may not thereafter operate equipment under this Agreement until first satisfying all requirements of federal, state and local law.

Company Equipment/Driver ID

Contemporaneously with the execution and delivery of this Agreement, and subject to the terms and conditions herein, the Company will offer you the right to use a mobile telephone "smartphone" provided by the Company, which is and will remain the property of the Company (the "Device").

The Company shall deliver the Device in good working order to the Transportation Provider. The Device will have the Software loaded on it. The Company will provide normal maintenance of the Device; however, such maintenance will not include repairs and servicing required as a result of damage

(including, without limitation, water damage) to the Device, whether caused by accident, negligence, misuse, or breach of this Agreement. All repairs and servicing required as a result of any accident, negligence, misuse, or breach of this Agreement will be at the Transportation Provider's sole cost and expense, and will be performed at a service center designated in writing by the Company as a duly authorized service center. You also assume all risks for any and all loss or damage to the Device, including, without limitation, loss or damage caused by fire, theft, collision or water, whether or not such loss or damage is caused by the Transportation Provider's negligence. The Company may charge a fee for the use of the Device or request a retainer fee and/or a security deposit per Device.

Company will also issue identification and password keys (each, a "Driver ID") to the Transportation Provider to enable you to access the Service. You will ensure the security and confidentiality of each Driver ID. ONLY YOU may use the Driver ID. Sharing your Driver ID with someone else constitutes a material breach of this Agreement. ONLY YOU may use the Device to accept requests for transportation services. Allowing someone else to use the Device to accept requests for transportation services constitutes a material breach of this Agreement. The Company will have the right, at all times and in the Company's sole discretion, to prohibit or otherwise restrict you or anyone else from accessing the Service for any reason.

The Company's approval and authorization of a Driver may be conditioned upon terms and conditions including, without limitation, a requirement that such Driver, at his own cost and expense, undergo the Company's screening process and attend the Company's informational session regarding the use of Uber's mobile application. The Company reserves the right to withhold or revoke its approval and authorization of any Driver at any time, in its sole and unreviewable discretion. Upon termination of this Agreement, whether by default or otherwise, the Device, which you acknowledge is and at all times will remain the property of the Company, must be returned to the Company.

Intellectual Property Ownership

The Parties understand that to perform the services contemplated by this Agreement, it may be necessary for the Parties to exchange certain confidential and proprietary information regarding their operations, Users and other sensitive details that the Parties consider confidential. This confidential and proprietary information ("Confidential Information") includes, but is not limited to, the following:

- i. Company's Information. (1) the Service, and related methods, processes and technology; (2) pricing, pricing methods and billing practices; (3) marketing and financial plans; (4) letters, memoranda, agreements, and other internal documents; and (5) financial or other information regarding the Company or Users that has not been disclosed to the public.
- ii. Transportation Provider Information. (1) your billing practices; (2) your business proposals and bids and any related letters, memoranda, agreements, and other internal documents maintained in confidence; and (3) financial information regarding you that has not been disclosed to the public.

Except upon order of government authority having jurisdiction or upon written consent by the other party, the Company and you covenant and agree that they will not disclose to third parties or use for their own benefit or the benefit of any third party, any Confidential Information entrusted by the other party or Users in the performance of services pursuant to this Agreement.

This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service or Software, or any intellectual property rights owned or licensed by the Company. The Company name, the Company logo, and the product names associated with the Service and Software are trademarks of the Company or third parties, and no right or license is granted to use them.

Indemnification

By entering into this Agreement, you agree to defend, indemnify, protect and hold harmless the Company, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, members, employees, attorneys and agents, from any and all claims, demands, damages, suits, losses, liabilities, expenses (including attorneys' fees and costs), and causes of action arising directly or indirectly from out of or in connection with (a) your actions (or omissions) arising from the performance of services under this Agreement, including personal injury or death to any person (including you and/or your employees); (b) liability for civil and/or criminal conduct (e.g., assault, battery, fraud); (c) any liability arising from your failure to comply with the terms of this Agreement, including with respect to payment of wages, benefits or expenses due your employees, agents, or subcontractors; and (d) your use (or misuse) of the Software or Service.

Damage or Injury Claims

You shall be liable to the User for all claims of damage and/or injury to any User sustained while being transported by you. You agree to notify the Company of any damage or injury as soon as practicable after the damage or injury occurs. You understand that insurance may or may not provide coverage for damage or injury, or it may provide coverage for some, but not all, damage or injury.

You agree to fully cooperate with the User and/or the Company to resolve injury or damage claims as quickly as possible. You further acknowledge that, in the event of damage or an insurance claim, the Company may inform your insurance provider, or the insurance provider of any other party involved, of the claim and provide information about your acceptance or performance of a Request at the time of the damage or incident underlying a claim.

You agree that, in the event the Company is held liable for any injury or damage to any person caused by you, the Company shall have the right to recover such amount from you. Similarly, should the Company voluntarily elect to pay any amount owed to any person for damage or injury to that person caused by you or for which you are responsible and/or liable, the Company shall have the same right as the injured party to recover from you (i.e., the Company stands in the shoes of the injured party).

Relationship of Parties

This Agreement is between two co-equal, independent business enterprises that are separately owned and operated. The Parties intend this Agreement to create the relationship of principal and independent contractor and not that of employer and employee. The Parties are not employees, agents, joint venturers or partners of each other for any purpose.

As an independent contractor, you recognize that you are not entitled to unemployment benefits following termination of the Parties' relationship.

Termination of Agreement

This Agreement shall remain in effect until terminated as follows:

- i. At any time upon mutual written consent of the Parties hereto.
- ii. If one party has materially breached the Agreement, upon seven (7) days' written notice to the breaching party, with such notice specifying the breach relied upon.

- iii. By either party without cause upon thirty (30) days' prior written notice to the other party, with the date of mailing commencing the thirty (30) day period.
- iv. The Agreement shall be automatically terminated for inactivity of more than 180 days, with the date of termination being the 180th day following the date of the last Request accepted and performed by you.

The following acts or occurrences shall constitute a material breach of this Agreement:

- i. Your failure to maintain current insurance coverage in the amounts and types required herein.
- ii. Failure by the Company to remit to you all Service Fees due and owing within 30 days of the date the amount became due.
- iii. Your refusal to reimburse a User or the Company for any damage or injury caused by you.
- iv. Refusal by the Company to provide documentation requested by you reasonably relating to a damage or injury claim arising under this Agreement.
- v. Your refusal to fully complete Request after acceptance without waiver by the User or the Company.
- vi. Failure by either party to maintain all licenses and permits required by law and/or this Agreement.
- vii. Your allowing any other person to access the Software, Service, or Device to receive requests for transportation services, or allowing anyone to log into the Software using your Driver ID.
- viii. A major driving violation, such as a citation for reckless driving, while transporting a User.
- ix. Your loss of license and/or full driving privileges, or your use of a driver who is not fully and properly licensed and approved by the Company to perform the job offered through the Service.
- x. Intentional misrepresentations by you, your employees, agents or subcontractors to a User or the Company, including intentionally taking an indirect route to the User's specified destination.
- xi. Violation by either party of the Intellectual Property Ownership provision of the Agreement.
- xii. Documented complaint by a User that you and/or your employee or subcontractor engaged in conduct that a reasonable person would find physically threatening, highly offensive or harassing.

Arbitration Provision

Important Note Regarding this Arbitration provision:

- Arbitration does not limit or affect the legal claims you may bring against the Company. Agreeing to arbitration only affects where any such claims may be brought and how they will be resolved.
- Arbitration is a process of private dispute resolution that does not involve the civil courts, a civil judge, or a jury. Instead, the parties' dispute is decided by a private arbitrator selected by the parties using the process set forth herein. Other arbitration rules and procedures are also set forth herein.
- Unless the law requires otherwise, as determined by the Arbitrator based upon the circumstances presented, you will be required to split the cost of any arbitration with the Company.
- **IMPORTANT:** This arbitration provision will require you to resolve any claim that you may have against the Company or Uber on an individual basis pursuant to the terms of the Agreement unless you choose to opt out of the arbitration provision. This provision will preclude you from bringing any class, collective, or representative action against the Company or Uber. It also precludes you from participating in or recovering relief under any current or future class, collective, or representative action brought against the Company or Uber by someone else.
 - *Cases have been filed against Uber and may be filed in the future involving claims by users of the Service, including by drivers. You should assume that there are now, and may be in the future, lawsuits against the Company or Uber alleging class, collective, and/or representative claims on your behalf, including but not limited to claims for tips, reimbursement of expenses, and employment status. Such claims, if successful, could result in some monetary recovery to you. (THESE CASES NOW INCLUDE, FOR EXAMPLE, LAVITMAN V. UBER TECHNOLOGIES, INC., ET AL., CASE NO. 1:13-cv-10172-DJC (DISTRICT OF MASSACHUSETTS) AND O'CONNOR V. UBER TECHNOLOGIES, INC., ET AL., CASE NO. CV 13-03826-EMC (NORTHERN DISTRICT OF CALIFORNIA).*
 - The mere existence of such class, collective, and/or representative lawsuits, however, does not mean that such lawsuits will ultimately succeed. But if you do agree to arbitration with the Company, you are agreeing in advance that you will not participate in and therefore, will not seek to recover monetary or other relief under any such class, collective, and/or representative lawsuit.
 - However, as discussed above, if you agree to arbitration, you will not be precluded from bringing your claims against the Company or Uber in an

individual arbitration proceeding. If successful on such claims, you could be awarded money or other relief by an arbitrator (subject to splitting the cost of arbitration as mentioned above).

WHETHER TO AGREE TO ARBITRATION IS AN IMPORTANT BUSINESS DECISION. IT IS YOUR DECISION TO MAKE, AND YOU SHOULD NOT RELY SOLELY UPON THE INFORMATION PROVIDED IN THIS AGREEMENT AS IT IS NOT INTENDED TO CONTAIN A COMPLETE EXPLANATION OF THE CONSEQUENCES OF ABRITRATION. YOU SHOULD TAKE REASONABLE STEPS TO CONDUCT FURTHER RESEARCH AND TO CONSULT WITH OTHERS — INCLUDING BUT NOT LIMITED TO AN ATTORNEY — REGARDING THE CONSEQUENCES OF YOUR DECISION, JUST AS YOU WOULD WHEN MAKING ANY OTHER IMPORTANT BUSINESS OR LIFE DECISION.

i. How This Arbitration Provision Applies.

This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “FAA”) and evidences a transaction involving commerce. This Arbitration Provision applies to any dispute arising out of or related to this Agreement or termination of the Agreement and survives after the Agreement terminates. Nothing contained in this Arbitration Provision shall be construed to prevent or excuse you from utilizing any procedure for resolution of complaints established in this Agreement (if any), and this Arbitration Provision is not intended to be a substitute for the utilization of such procedures.

Except as it otherwise provides, this Arbitration Provision is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or before a forum other than arbitration. This Arbitration Provision requires all such disputes to be resolved only by an arbitrator through final and binding arbitration on an individual basis only and not by way of court or jury trial, or by way of class, collective, or representative action.

Such disputes include without limitation disputes arising out of or relating to interpretation or application of this Arbitration Provision, including the enforceability, revocability or validity of the Arbitration Provision or any portion of the Arbitration Provision. All such matters shall be decided by an Arbitrator and not by a court or judge.

Except as it otherwise provides, this Arbitration Provision also applies, without limitation, to disputes arising out of or related to this Agreement and disputes arising out of or related to your relationship with the Company, including termination of the relationship. This Arbitration Provision also applies, without limitation, to disputes regarding any city, county, state or federal wage-hour law, trade secrets, unfair competition, compensation, breaks and rest periods, expense reimbursement, termination, harassment and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by the Company and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), Genetic Information Non-Discrimination Act, and state statutes, if any, addressing the same or similar subject matters, and all other similar federal and state statutory and common law claims.

This Agreement is intended to require arbitration of every claim or dispute that lawfully can be arbitrated, except for those claims and disputes which by the terms of this Agreement are expressly excluded from the Arbitration Provision.

The parties expressly agree that Uber is an intended third-party beneficiary of this Arbitration Provision.

ii. Limitations On How This Agreement Applies.

The disputes and claims set forth below shall not be subject to arbitration and the requirement to arbitrate set forth in this Arbitration Provision shall not apply:

Claims for workers compensation, state disability insurance and unemployment insurance benefits;

Regardless of any other terms of this Arbitration Provision, claims may be brought before and remedies awarded by an administrative agency if applicable law permits access to such an agency notwithstanding the existence of an agreement to arbitrate. Such administrative claims include without limitation claims or charges brought before the Equal Employment Opportunity Commission (www.eeoc.gov), the U.S. Department of Labor (www.dol.gov), the National Labor Relations Board (www.nlr.gov), or the Office of Federal Contract Compliance Programs (www.dol.gov/esa/ofccp). Nothing in this Arbitration Provision shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration;

Disputes that may not be subject to predispute arbitration agreement as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203) are excluded from the coverage of this Arbitration Provision;

Disputes regarding your, the Company's, or Uber's intellectual property rights;

This Arbitration Provision shall not be construed to require the arbitration of any claims against a contractor that may not be the subject of a mandatory arbitration agreement as provided by section 8116 of the Department of Defense ("DoD") Appropriations Act for Fiscal Year 2010 (Pub. L. 111-118), section 8102 of the Department of Defense ("DoD") Appropriations Act for Fiscal Year 2011 (Pub. L. 112-10, Division A), and their implementing regulations, or any successor DoD appropriations act addressing the arbitrability of claims.

iii. Selecting The Arbitrator and Location of the Arbitration.

The Arbitrator shall be selected by mutual agreement of the Company and you. Unless you and the Company mutually agree otherwise, the Arbitrator shall be an attorney licensed to practice in the location where the arbitration proceeding will be conducted or a retired federal or state judicial officer who presided in the jurisdiction where the arbitration will be conducted. If the Parties cannot agree on an Arbitrator, then an arbitrator will be selected using the alternate strike method from a list of five (5) neutral arbitrators provided by JAMS (Judicial Arbitration & Mediation Services). You will have the option of making the first strike. If a JAMS arbitrator is used, then the JAMS Streamlined Arbitration Rules & Procedures rules will apply. Those rules are available here:

<http://www.jamsadr.com/rules-streamlined-arbitration/>

The location of the arbitration proceeding shall be no more than 45 miles from the place where you last provided transportation services under this Agreement, unless each party to the arbitration agrees in writing otherwise.

iv. Starting The Arbitration.

All claims in arbitration are subject to the same statutes of limitation that would apply in court. The party bringing the claim must demand arbitration in writing and deliver the written demand by hand or first class mail to the other party within the applicable statute of limitations period. The demand for arbitration shall include identification of the Parties, a statement of the legal and factual basis of the claim(s), and a specification of the remedy sought. Any demand for arbitration made to the Company or Uber shall be provided to Legal, Rasier, LLC, 1455 Market St., Ste. 400, San Francisco CA 94103. The arbitrator shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration. A party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such provisional relief.

v. How Arbitration Proceedings Are Conducted.

In arbitration, the Parties will have the right to conduct adequate civil discovery, bring dispositive motions, and present witnesses and evidence as needed to present their cases and defenses, and any disputes in this regard shall be resolved by the Arbitrator.

You and the Company agree to resolve any dispute in arbitration on an individual basis only, and not on a class, collective, or private attorney general representative action basis. The Arbitrator shall have no authority to consider or resolve any claim or issue any relief on any basis other than an individual basis. If at any point this provision is determined to be unenforceable, the parties agree that this provision shall not be severable, unless it is determined that the Arbitration may still proceed on an individual basis only.

While the Company will not take any retaliatory action in response to any exercise of rights you may have under Section 7 of the National Labor Relations Act, if any, the Company shall not be precluded from moving to enforce its rights under the FAA to compel arbitration on the terms and conditions set forth in this Agreement.

vi. Paying For The Arbitration.

Each party will pay the fees for his, her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law (i.e., a party prevails on a claim that provides for the award of reasonable attorney fees to the prevailing party). In all cases where required by law, the Company will pay the Arbitrator's and arbitration fees. If under applicable law the Company is not required to pay all of the Arbitrator's and/or arbitration fees, such fee(s) will be apportioned equally between the Parties or as otherwise required by applicable law. Any disputes in that regard will be resolved by the Arbitrator.

vii. The Arbitration Hearing And Award.

The Parties will arbitrate their dispute before the Arbitrator, who shall confer with the Parties regarding the conduct of the hearing and resolve any disputes the Parties may have in that regard. Within 30 days of the close of the arbitration hearing, or within a longer period of time as agreed to by the Parties or as ordered by the Arbitrator, any party will have the right to prepare, serve on the other party and file with the Arbitrator a brief. The Arbitrator may award any party any remedy to which that party is entitled under applicable law, but such remedies shall be limited to those that would be available to a party in his or her individual capacity in a court of law for the claims presented to and decided by the Arbitrator, and no remedies that otherwise would be available to an individual in a court of law will be forfeited by

virtue of this Arbitration Provision. The Arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. Except as may be permitted or required by law, as determined by the Arbitrator, neither a party nor an Arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all Parties. A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration. The Arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error.

viii. Your Right To Opt Out Of Arbitration.

Arbitration is not a mandatory condition of your contractual relationship with the Company. If you do not want to be subject to this Arbitration Provision, you may opt out of this Arbitration Provision by notifying the Company in writing of your desire to opt out of this Arbitration Provision, either by (1) sending, within 30 days of the date this Agreement is executed by you, electronic mail to optout@uber.com, stating your name and intent to opt out of the Arbitration Provision or (2) by sending a letter by U.S. Mail, or by any nationally recognized delivery service (e.g, UPS, Federal Express, etc.), or by hand delivery to:

Legal
Rasier, LLC
1455 Market St., Ste. 400
San Francisco CA 94103

In order to be effective, the letter under option (2) must clearly indicate your intent to opt out of this Arbitration Provision, and must be dated and signed. The envelope containing the signed letter must be received (if delivered by hand) or post-marked within 30 days of the date this Agreement is executed by you. Your writing opting out of this Arbitration Provision, whether sent by (1) or (2), will be filed with a copy of this Agreement and maintained by the Company. Should you not opt out of this Arbitration Provision within the 30-day period, you and the Company shall be bound by the terms of this Arbitration Provision. You have the right to consult with counsel of your choice concerning this Arbitration Provision. You understand that you will not be subject to retaliation if you exercise your right to assert claims or opt-out of coverage under this Arbitration Provision.

ix. Enforcement Of This Agreement.

This Arbitration Provision is the full and complete agreement relating to the formal resolution of disputes arising out of this Agreement. Except as stated in subsection v, above, in the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable.

Notice

The Company may give notice by means of a general notice to you through the Software, electronic mail to your email address on record in the Company's account information, or by written communication sent by first class mail or pre-paid post to your principal place of business on record in the Company's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours

after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email or through the Software).

You may give notice to the Company (such notice shall be deemed given when received by the Company) at any time by any of the following: (a) letter sent by email to support@uber.com; or (b) letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to the Company at the following address: Rasier, LLC, 1455 Market St., Ste. 400, San Francisco CA 94103 addressed to the attention of: Legal.

Assignment

You may not assign this Agreement without the prior written approval of the Company. Any purported assignment in violation of this section shall be void. The Company shall have the right, without your consent and in its sole discretion, to assign the Agreement or all or any of its obligations and rights hereunder provided that the assignee of the Company's obligations under such assignment is, in the Company's reasonable judgment, able to perform the Company's obligations under this Agreement. Upon such assignment, the Company shall have no further liability to the Transportation Provider for the obligations assigned.

Confidentiality Of Agreement

You represent you have not disclosed and agree to maintain in confidence the contents and terms of this Agreement, unless any such information is otherwise publicly available or its disclosure is mandated by law. You agree to take every reasonable precaution to prevent disclosure of the contents and terms of this Agreement, including by your personnel, to third parties, and agree that there will be no publicity, directly or indirectly, concerning any terms and conditions contained herein. You agree to disclose the terms and conditions of the Agreement only to those attorneys, accountants, governmental entities, and family members who have a need to know of such information and then only to the extent absolutely necessary. In the event you must disclose certain terms and conditions of the Agreement to the necessary third parties identified, you agree to inform Rasier of the nature and extent of the disclosure and further agree to inform the necessary third parties of this confidentiality provision and take every precaution to ensure those parties do not disclose the terms and conditions of the Agreement themselves.

Modifications

The Company reserves the right to modify or supplement the terms and conditions of this Agreement at any time, effective upon publishing a modified version of this Agreement, or upon publishing the supplemental terms to this Agreement, on the Software or via email or on your online Partner Dashboard.

You hereby expressly acknowledge and agree that, by using or receiving the Service, and downloading, installing or using the Software, you and Company are bound by the then-current version of this Agreement, including any modifications and supplements to this Agreement or documents incorporated herein. Continued use of the Service or Software after any modifications or supplements to the Agreement shall constitute your consent to such modifications and supplements. You are responsible for regularly reviewing this Agreement.

General

Except as otherwise explicitly set forth in this agreement, if any provision of the Agreement is held to be invalid or unenforceable, such provision shall be stricken and the remaining provisions shall be enforced to the fullest extent under law. The failure of the Company to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the Company in writing. This Agreement, including any modifications and supplements to this Agreement or documents incorporated herein, constitutes the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous negotiations, discussions, agreements, arrangements, offers, undertakings or statements, whether verbal, electronic, or in writing, regarding such subject matter. Except as explicitly set forth in this Agreement, nothing contained in this provision or this Agreement is intended to or shall be interpreted to create any third-party beneficiary claims.

The interpretation of this Agreement shall be governed by California law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Uber Service or Software shall be subject to the exclusive jurisdiction of the state and federal courts located in the City and County of San Francisco, California. However, neither the choice of law provision regarding the interpretation of this Agreement nor the forum selection provision is intended to create any other substantive right to non-Californians to assert claims under California law whether that be by statute, common law, or otherwise. These provisions are only intended to specify the use of California law to interpret this Agreement and the forum for disputes asserting a breach of this Agreement, and these provisions shall not be interpreted as generally extending California law to you if you do not otherwise operate your business in California. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. The failure of the Company to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the Company in writing.

By clicking "I agree", you expressly acknowledge that you have read, understood, and taken steps to thoughtfully consider the consequences of this Agreement, that you agree to be bound by the terms and conditions of the Agreement, and that you are legally competent to enter into this Agreement with the Company.

Exhibit B

≡ MENU

LOG IN (/LOG-IN)

SIGN UP (/SIGN-UP)
DOWNLOAD (/APP)

LEGAL

[USER T...](#) [PRIVAC...](#) [COPYRI...](#) [SECURI...](#) [OTHER ...](#)

TERMS AND CONDITIONS

UNITED STATES ▼

Last Updated: May
17, 2013

The terms and conditions stated herein (collectively, the "Agreement") constitute a legal agreement between you and Uber Technologies, Inc., a Delaware corporation (the "Company"). In order to use the Service (defined below) and the associated Application (defined below) you must agree to the terms and conditions that are set out below. By using or receiving any services supplied to you by the Company (collectively, the "Service"), and downloading, installing or

using any associated application supplied by the Company which purpose is to enable you to use the Service (collectively, the "Application"), you hereby expressly acknowledge and agree to be bound by the terms and conditions of the Agreement, and any future amendments and additions to this Agreement as published from time to time at [https://www.uber.com/terms\(/terms\)](https://www.uber.com/terms(/terms)) or through the Service.

The Company reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service or Application at any time, effective upon posting of an updated version of this Agreement on the Service or Application. You are responsible for regularly reviewing this Agreement. Continued use of the Service or Application after any such changes shall constitute your consent to such changes.

THE COMPANY DOES NOT PROVIDE TRANSPORTATION SERVICES, AND THE COMPANY IS NOT A TRANSPORTATION CARRIER. IT IS UP TO THE THIRD PARTY TRANSPORTATION PROVIDER, DRIVER OR VEHICLE OPERATOR TO OFFER TRANSPORTATION SERVICES WHICH MAY BE SCHEDULED THROUGH USE OF THE APPLICATION OR SERVICE. THE COMPANY OFFERS INFORMATION AND A METHOD TO OBTAIN SUCH THIRD

PARTY TRANSPORTATION SERVICES,
BUT DOES NOT AND DOES NOT INTEND
TO PROVIDE TRANSPORTATION
SERVICES OR ACT IN ANY WAY AS A
TRANSPORTATION CARRIER, AND HAS
NO RESPONSIBILITY OR LIABILITY FOR
ANY TRANSPORTATION SERVICES
PROVIDED TO YOU BY SUCH THIRD
PARTIES.

KEY CONTENT- RELATED TERMS

"Content" means text, graphics, images, music, software (excluding the Application), audio, video, information or other materials.

"Company Content" means Content that Company makes available through the Service or Application, including any Content licensed from a third party, but excluding User Content.

"User" means a person who accesses or uses the Service or Application.

"User Content" means Content that a User posts, uploads, publishes, submits or transmits to be made available through the Service or Application.

"Collective Content" means,

collectively, Company Content and User Content.

REPRESENTATIONS AND WARRANTIES

By using the Application or Service, you expressly represent and warrant that you are legally entitled to enter this Agreement. If you reside in a jurisdiction that restricts the use of the Service because of age, or restricts the ability to enter into agreements such as this one due to age, you must abide by such age limits and you must not use the Application and Service. Without limiting the foregoing, the Service and Application is not available to children (persons under the age of 18). By using the Application or Service, you represent and warrant that you are at least 18 years old. By using the Application or the Service, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement. Your participation in using the Service and/or Application is for your sole, personal use. You may not authorize others to use your user status, and you may not assign or otherwise transfer your user account to any other person or entity. When using the Application or Service you agree to

comply with all applicable laws from your home nation, the country, state and city in which you are present while using the Application or Service.

You may only access the Service using authorized means. It is your responsibility to check to ensure you download the correct Application for your device. The Company is not liable if you do not have a compatible handset or if you have downloaded the wrong version of the Application for your handset. The Company reserves the right to terminate this Agreement should you be using the Service or Application with an incompatible or unauthorized device.

By using the Application or the Service, you agree that:

- You will only use the Service or Application for lawful purposes; you will not use the Services for sending or storing any unlawful material or for fraudulent purposes.
- You will not use the Service or Application to cause nuisance, annoyance or inconvenience.
- You will not impair the proper operation of the network.
- You will not try to harm the Service or Application in any way whatsoever.
- You will not copy, or distribute the Application or other content without written permission from the Company.

- You will only use the Application and Service for your own use and will not resell it to a third party.
- You will keep secure and confidential your account password or any identification we provide you which allows access to the Service.
- You will provide us with whatever proof of identity we may reasonably request.
- You will only use an access point or 3G data account (AP) which you are authorized to use.
- You are aware that when requesting transportation services by SMS, standard messaging charges will apply.

LICENSE GRANT, RESTRICTIONS AND COPYRIGHT POLICY

LICENSES GRANTED BY COMPANY TO COMPANY CONTENT AND USER CONTENT

Subject to your compliance with the terms and conditions of this Agreement, Company grants you a limited, non-exclusive, non-transferable license: (i) to view, download and print any Company Content solely for your personal and non-commercial purposes; and (ii) to view any User Content to which you are permitted access solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Service, Application or Collective Content, except as expressly permitted in this Agreement. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Company or its licensors, except for the licenses and rights expressly granted in this Agreement.

LICENSE GRANTED BY USER

We may, in our sole discretion, permit Users to post, upload, publish, submit or transmit User Content. By making available any User Content on or through the Service or Application, you hereby grant to Company a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit such User Content only on, through or by means of the Service or Application. Company does not claim any ownership rights in any User Content and nothing in this Agreement will be

deemed to restrict any rights that you may have to use and exploit any User Content.

You acknowledge and agree that you are solely responsible for all User Content that you make available through the Service or Application. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all User Content that you make available through the Service or Application or you have all rights, licenses, consents and releases that are necessary to grant to Company and to the rights in such User Content, as contemplated under this Agreement; and (ii) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or Company's use of the User Content (or any portion thereof) on, through or by means of the Service or Application will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

APPLICATION LICENSE

Subject to your compliance with this Agreement, Company grants you a limited non-exclusive, non-transferable

license to download and install a copy of the Application on a single mobile device or computer that you own or control and to run such copy of the Application solely for your own personal use. Furthermore, with respect to any Application accessed through or downloaded from the Apple App Store ("App Store Sourced Application"), you will use the App Store Sourced Application only: (i) on an Apple-branded product that runs iOS (Apple's proprietary operating system software); and (ii) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service. Company reserves all rights in and to the Application not expressly granted to you under this Agreement.

ACCESSING AND DOWNLOADING THE APPLICATION FROM ITUNES

The following applies to any App Store Sourced Application:

- You acknowledge and agree that (i) this Agreement is concluded between you and Company only, and not Apple, and (ii) Company, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.
- You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

- In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between Company and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Company.
- You and Company acknowledge that, as between Company and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- You and Company acknowledge that, in the event of any third party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between Company and Apple, Company, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement.

- You and Company acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as related to your license of the App Store Sourced Application against you as a third party beneficiary thereof.
- Without limiting any other terms of this Agreement, you must comply with all applicable third party terms of agreement when using the App Store Sourced Application.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Application in any way; (ii) modify or make derivative works based upon the Service or the Application; (iii) create Internet "links" to the Service or "frame" or "mirror" any Application on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Application in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service or Application, or (c) copy any ideas, features, functions or graphics of the Service or Application, or (v) launch an automated program or script, including,

but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Service or Application.

You shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Application or Service or the data contained therein; or (v) attempt to gain unauthorized access to the Application or Service or its related systems or networks.

Company will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. Company may involve and cooperate with law enforcement authorities in prosecuting users who violate this Agreement. You acknowledge

that Company has no obligation to monitor your access to or use of the Service, Application or Collective Content or to review or edit any Collective Content, but has the right to do so for the purpose of operating the Service and Application, to ensure your compliance with this Agreement, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. Company reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that Company, at its sole discretion, considers to be in violation of this Agreement or otherwise harmful to the Service or Application.

COPYRIGHT POLICY

Company respects copyright law and expects its users to do the same. It is Company's policy to terminate in appropriate circumstances Users or other account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders. Please see Company's Copyright Policy at [https://www.uber.com/legal/copyright\(/copyright\)](https://www.uber.com/legal/copyright(/copyright)), for further information.

PAYMENT TERMS

Any fees that the Company may charge you for the Application or Service, are due immediately and are non-refundable. This no refund policy shall apply at all times regardless of your decision to terminate your usage, our decision to terminate your usage, disruption caused to our Application or Service either planned, accidental or intentional, or any reason whatsoever. The Company reserves the right to determine final prevailing pricing - Please note the pricing information published on the website may not reflect the prevailing pricing.

The Company, at its sole discretion, make promotional offers with different features and different rates to any of our customers. These promotional offers, unless made to you, shall have no bearing whatsoever on your offer or contract. The Company may change the fees for our Service or Application, as we deem necessary for our business. We encourage you to check back at our website periodically if you are interested about how we charge for the Service of Application.

SMS MESSAGING

If you select this feature, and have SMS service from one of the supported Carriers (T-Mobile, Verizon Wireless,

AT&T, Sprint, Nextel, Boost, U.S. Cellular, MetroPCS and Cricket), you can request pickups via SMS and get notified if you request pickups through our Applications. Message and data rates may apply.

You will only receive messages from Company if you make a pickup request. If you change your mobile phone service provider the service may be deactivated and you will need to re-enroll in the notification service. Company reserves the right to cancel the notification service at any time; you may cancel (opt-out) the service by texting the word STOP to 827-222 from your mobile phone. For more information, please text the word HELP to 827-222, or call 866-576-1039.

INTELLECTUAL PROPERTY OWNERSHIP

The Company alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Application and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Application or the Service. This Agreement is not a sale and does not

convey to you any rights of ownership in or related to the Application or the Service, or any intellectual property rights owned by the Company. The Company name, the Company logo, and the product names associated with the Application and Service are trademarks of the Company or third parties, and no right or license is granted to use them.

THIRD PARTY INTERACTIONS

During use of the Application and Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third party service providers, advertisers or sponsors showing their goods and/or services through the Application or Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. The Company and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase, transaction or promotion between you and any such third-party. The Company does not endorse any sites on the Internet that are linked through the Service or Application, and in no event shall the Company or its licensors be responsible for any content, products,

services or other materials on or available from such sites or third party providers. The Company provides the Application and Service to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of goods and/or services may require your agreement to additional or different terms and conditions prior to your use of or access to such goods or services, and the Company disclaims any and all responsibility or liability arising from such agreements between you and the third party providers.

The Company may rely on third party advertising and marketing supplied through the Application or Service and other mechanisms to subsidize the Application or Service. By agreeing to these terms and conditions you agree to receive such advertising and marketing. If you do not want to receive such advertising you should notify us in writing. The Company reserves the right to charge you a higher fee for the Service or Application should you choose not to receive these advertising services. This higher fee, if applicable, will be posted on the Company's website located at <http://www.uber.com>. The Company may compile and release information regarding you and your use of the Application or Service on an anonymous

basis as part of a customer profile or similar report or analysis. You agree that it is your responsibility to take reasonable precautions in all actions and interactions with any third party you interact with through the Service.

INDEMNIFICATION

By entering into this Agreement and using the Application or Service, you agree that you shall defend, indemnify and hold the Company, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, Users, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) your violation or breach of any term of this Agreement or any applicable law or regulation, whether or not referenced herein; (b) your violation of any rights of any third party, including providers of transportation services arranged via the Service or Application, or (c) your use or misuse of the Application or Service.

DISCLAIMER OF WARRANTIES

THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY,

TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR APPLICATION. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE OR APPLICATION WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, APPLICATION, SYSTEM OR DATA, (B) THE SERVICE OR APPLICATION WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS IN THE SERVICE OR APPLICATION WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND APPLICATION IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT

LIMITATION, ANY IMPLIED

WARRANTY OF MERCHANTABILITY,
FITNESS FOR A PARTICULAR
PURPOSE, OR NON-INFRINGEMENT
OF THIRD PARTY RIGHTS, ARE
HEREBY DISCLAIMED TO THE
MAXIMUM EXTENT PERMITTED BY
APPLICABLE LAW BY THE
COMPANY. THE COMPANY MAKES
NO REPRESENTATION, WARRANTY,
OR GUARANTY AS TO THE
RELIABILITY, SAFETY, TIMELINESS,
QUALITY, SUITABILITY OR
AVAILABILITY OF ANY SERVICES,
PRODUCTS OR GOODS OBTAINED BY
THIRD PARTIES THROUGH THE USE
OF THE SERVICE OR APPLICATION.
YOU ACKNOWLEDGE AND AGREE
THAT THE ENTIRE RISK ARISING OUT
OF YOUR USE OF THE APPLICATION
AND SERVICE, AND ANY THIRD
PARTY SERVICES OR PRODUCTS
REMAINS SOLELY WITH YOU, TO THE
MAXIMUM EXTENT PERMITTED BY
LAW.

INTERNET DELAYS

THE COMPANY'S SERVICE AND
APPLICATION MAY BE SUBJECT TO
LIMITATIONS, DELAYS, AND OTHER
PROBLEMS INHERENT IN THE USE
OF THE INTERNET AND ELECTRONIC
COMMUNICATIONS. THE COMPANY
IS NOT RESPONSIBLE FOR ANY

DELAYS, DELIVERY FAILURES, OR
OTHER DAMAGE RESULTING FROM
SUCH PROBLEMS.

LIMITATION OF LIABILITY

IN NO EVENT SHALL THE COMPANY
AND/OR ITS LICENSORS BE LIABLE
TO ANYONE FOR ANY INDIRECT,
PUNITIVE, SPECIAL, EXEMPLARY,
INCIDENTAL, CONSEQUENTIAL OR
OTHER DAMAGES OF ANY TYPE OR
KIND (INCLUDING PERSONAL
INJURY, LOSS OF DATA, REVENUE,
PROFITS, USE OR OTHER ECONOMIC
ADVANTAGE). THE COMPANY
AND/OR ITS LICENSORS SHALL NOT
BE LIABLE FOR ANY LOSS, DAMAGE
OR INJURY WHICH MAY BE
INCURRED BY YOU, INCLUDING BY
NOT LIMITED TO LOSS, DAMAGE OR
INJURY ARISING OUT OF, OR IN ANY
WAY CONNECTED WITH THE
SERVICE OR APPLICATION,
INCLUDING BUT NOT LIMITED TO
THE USE OR INABILITY TO USE THE
SERVICE OR APPLICATION, ANY
RELIANCE PLACED BY YOU ON THE
COMPLETENESS, ACCURACY OR
EXISTENCE OF ANY ADVERTISING,
OR AS A RESULT OF ANY
RELATIONSHIP OR TRANSACTION
BETWEEN YOU AND ANY THIRD
PARTY SERVICE PROVIDER,

ADVERTISER OR SPONSOR WHOSE
ADVERTISING APPEARS ON THE
WEBSITE OR IS REFERRED BY THE
SERVICE OR APPLICATION, EVEN IF
THE COMPANY AND/OR ITS
LICENSORS HAVE BEEN PREVIOUSLY
ADVISED OF THE POSSIBILITY OF
SUCH DAMAGES.

THE COMPANY MAY INTRODUCE
YOU TO THIRD PARTY
TRANSPORTATION PROVIDERS FOR
THE PURPOSES OF PROVIDING
TRANSPORTATION. WE WILL NOT
ASSESS THE SUITABILITY, LEGALITY
OR ABILITY OF ANY THIRD PARTY
TRANSPORTATION PROVIDERS AND
YOU EXPRESSLY WAIVE AND
RELEASE THE COMPANY FROM ANY
AND ALL ANY LIABILITY, CLAIMS OR
DAMAGES ARISING FROM OR IN ANY
WAY RELATED TO THE THIRD PARTY
TRANSPORTATION PROVIDER. YOU
ACKNOWLEDGE THAT THIRD PARTY
TRANSPORTATION PROVIDERS
PROVIDING TRANSPORTATION
SERVICES REQUESTED THROUGH
UBERX MAY OFFER RIDESHARING OR
PEER-TO-PEER TRANSPORTATION
SERVICES AND MAY NOT BE
PROFESSIONALLY LICENSED OR
PERMITTED. THE COMPANY WILL
NOT BE A PARTY TO DISPUTES,
NEGOTIATIONS OF DISPUTES
BETWEEN YOU AND ANY THIRD

PARTY PROVIDERS. WE CANNOT AND WILL NOT PLAY ANY ROLE IN MANAGING PAYMENTS BETWEEN YOU AND THE THIRD PARTY PROVIDERS. RESPONSIBILITY FOR THE DECISIONS YOU MAKE REGARDING SERVICES OFFERED VIA THE APPLICATION OR SERVICE (WITH ALL ITS IMPLICATIONS) RESTS SOLELY WITH YOU. WE WILL NOT ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY SUCH THIRD PARTIES AND YOU EXPRESSLY WAIVE AND RELEASE THE COMPANY FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, OR DAMAGES ARISING FROM YOUR USE OF THE APPLICATION OR SERVICE, OR IN ANY WAY RELATED TO THE THIRD PARTIES INTRODUCED TO YOU BY THE APPLICATION OR SERVICE. YOU EXPRESSLY WAIVE AND RELEASE ANY AND ALL RIGHTS AND BENEFITS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA (OR ANY ANALOGOUS LAW OF ANY OTHER STATE), WHICH READS AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY

HIM, MUST HAVE MATERIALLY
AFFECTED HIS SETTLEMENT WITH
THE DEBTOR."

THE QUALITY OF THE
TRANSPORTATION SERVICES
SCHEDULED THROUGH THE USE OF
THE SERVICE OR APPLICATION IS
ENTIRELY THE RESPONSIBILITY OF
THE THIRD PARTY PROVIDER WHO
ULTIMATELY PROVIDES SUCH
TRANSPORTATION SERVICES TO
YOU. YOU UNDERSTAND,
THEREFORE, THAT BY USING THE
APPLICATION AND THE SERVICE,
YOU MAY BE EXPOSED TO
TRANSPORTATION THAT IS
POTENTIALLY DANGEROUS,
OFFENSIVE, HARMFUL TO MINORS,
UNSAFE OR OTHERWISE
OBJECTIONABLE, AND THAT YOU
USE THE APPLICATION AND THE
SERVICE AT YOUR OWN RISK.

NOTICE

The Company may give notice by means
of a general notice on the Service,
electronic mail to your email address on
record in the Company's account
information, or by written
communication sent by first class mail or
pre-paid post to your address on record
in the Company's account information.
Such notice shall be deemed to have been

given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to the Company (such notice shall be deemed given when received by the Company) at any time by any of the following: letter sent by confirmed facsimile to the Company at the following fax numbers (whichever is appropriate): (877) 223-8023; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to the Company at the following addresses (whichever is appropriate): Uber Technologies, Inc., 182 Howard Street, #8, San Francisco, CA 94105 addressed to the attention of: Chief Executive Officer.

ASSIGNMENT

This Agreement may not be assigned by you without the prior written approval of the Company but may be assigned without your consent by the Company to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

EXPORT CONTROL

You agree to comply fully with all U.S. and foreign export laws and regulations to ensure that neither the Application nor

any technical data related thereto nor any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. By using the App Store Sourced Application, you represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

DISPUTE RESOLUTION

You and Company agree that any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof or the use of the Service or Application (collectively, "Disputes") will be settled by binding arbitration, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. You

acknowledge and agree that you and Company are each waiving the right to a trial by jury or to participate as a plaintiff or class User in any purported class action or representative proceeding. Further, unless both you and Company otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of this Agreement.

Arbitration Rules and Governing Law.

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at www.adr.org/arb_med (http://www.adr.org/arb_med) or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

Arbitration Process. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration at www.adr.org/aaa/ShowPDF?doc=ADRSTG_004175 (http://www.adr.org/aaa/ShowPDF?doc=ADRSTG_004175) and a separate form for California residents at www.adr.org/aaa/ShowPDF?doc=ADRSTG_015822 (http://www.adr.org/aaa/ShowPDF?doc=ADRSTG_015822)).) The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Arbitration Location and Procedure.

Unless you and Company otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Company submit to the arbitrator, unless

you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator's Decision. The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. Company will not seek, and hereby waives all

rights it may have under applicable law to recover, attorneys' fees and expenses if it prevails in arbitration.

Fees. Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$75,000, Company will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

Changes. Notwithstanding the provisions of the modification-related provisions above, if Company changes this "Dispute Resolution" section after the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement), you may reject any such change by sending us written notice (including by email to support@uber.com) within 30 days of the date such change became effective, as indicated in the "Last Updated Date" above or in the date of Company's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Company in accordance with the provisions of this

"Dispute Resolution" section as of the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement).

GENERAL

No joint venture, partnership, employment, or agency relationship exists between you, the Company or any third party provider as a result of this Agreement or use of the Service or Application. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. The failure of the Company to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the Company in writing. This Agreement comprises the entire agreement between you and the Company and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

[DOWNLOAD UBER \(/APP\)](#)

[SIGN UP FOR UBER \(/SIGN-UP\)](#)